

**STATE OF ILLINOIS**  
**REQUEST FOR QUALIFICATIONS**  
ILLINOIS POWER AGENCY  
PROFESSIONAL SERVICES- ELECTRICITY PROCUREMENT PLANNING  
Reference Number 12-RFQ-01

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The Illinois Power Agency (“Agency,” “University,” or “State”) requests proposals from responsible Offerors to meet its needs. A brief description is set forth below for Offer’s convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, the State appreciates and welcomes an offer.

**Brief Description:**

The Agency develops procurement plans and conducts competitive solicitations for resources necessary for the provision of bundled rate electric service to eligible retail customers of the Ameren Illinois and ComEd utilities. To assist in meeting this mission, the Agency is seeking experts in the fields noted in this RFQ for consulting purposes. This solicitation is specifically governed by the following portion of the Illinois Power Agency Act: 20 ILCS 3855/1-75(a) and is exempt from the Illinois Procurement Code.

The resulting contract with the awarded vendor shall have an initial term of approximately January 1, 2013 through December 31, 2013. In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed 5 years. Subject to the maximum total term limitation, the Illinois Power Agency has the option to renew for the following terms: annual renewals on a calendar year basis, through December 31, 2017.

Please read the entire solicitation package and submit an offer in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the technical response and price proposal which combined will constitute the offer. Do not submit the instructions pages with offers. Offerors should keep the Instructions and a copy of offers for future reference.

**Please adhere to Form and Content of Proposal requirements or offers may not be considered.**

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

The State of Illinois encourages prospective vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

# STATE OF ILLINOIS OUTLINE

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## A. INSTRUCTIONS FOR SUBMITTALS

- A.1. HOW TO ENTER INFORMATION:** Type information in the text fields provided. Text fields are indicated by the instruction "Click here to enter text." in red font. If the information requested does not apply to the Offeror's situation, then enter "N/A" into the text field. Please enter the requested information or N/A into every red text field.
- A.2. PUBLISHED PROCUREMENT INFORMATION:** Although this solicitation is exempt from the Illinois Procurement Code, the Agency will use State channels to disseminate information about this RFQ. The State publishes procurement information, including updates, on the Illinois Procurement Bulletin ([www.purchase.state.il.us](http://www.purchase.state.il.us)), Illinois Public Higher Education Procurement Bulletin ([www.procure.stateuniv.state.il.us/](http://www.procure.stateuniv.state.il.us/)), Transportation Procurement Bulletin ([www.dot.il.gov/desenv/transprocbulletin.html](http://www.dot.il.gov/desenv/transprocbulletin.html)) or the Illinois Capital Development Board Bulletin ([www.cdb.state.il.us/procurement.shtml](http://www.cdb.state.il.us/procurement.shtml)) (collectively and individually referred to as "Bulletin"). Procurement information may not be available in any other form or location. Offeror is responsible for monitoring the Bulletin. The State will not be held responsible if Offeror fails to receive the optional e-mail notices. Please be advised; while this solicitation contains some requirements pertaining to the Illinois Procurement Code, they are not applicable.
- A.3. SOLICITATION CONTACT:** The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, Offerors should only communicate with the Solicitation Contact. The State/Agency/University shall not be held responsible for information provided to any other person.

Solicitation Contact: Arlene A. Juracek	Phone: 312-814-8106
Agency/University: Illinois Power Agency	Fax: 312-814-0926
Street Address: 160 N. LaSalle Street, Suite C-504	TDD: 866-846-5276
City, State Zip: Chicago, IL 60601	
Email: <a href="mailto:arlene.juracek@illinois.gov">arlene.juracek@illinois.gov</a>	

Suspected errors should be immediately reported to the Solicitation Contact identified above. Do not discuss the solicitation or any offer, directly or indirectly, with any State officer or employee other than the Solicitation Contact.

- A.4. OFFEROR QUESTIONS AND AGENCY/UNIVERSITY RESPONSE:** All questions, other than those raised at any Offeror conference, that pertain to this solicitation must be submitted in written form and submitted to the Solicitation Contact no later than **November 2, 2012**. Questions received and Agency/University responses may be posted as an Addendum to the original solicitation on the Bulletin and the Agency's web site; only these written answers to questions shall be binding on the State. Offerors are responsible for monitoring the Bulletin and the Agency's web site.

#### A.5. REQUIRED MEETINGS

Offeror Conference/Site Visit: ☒ Yes ☐ No

Mandatory Attendance: ☐ Yes ☒ No

If attendance is mandatory, Offeror (current Vendor included) will be disqualified and considered non-responsive if Offeror does not attend, is not on time, leaves early or fails to sign the attendance sheet. Offeror must allow adequate time to accommodate security screenings at the site.

Date: **October 26, 2012**

Time: **10:00 am CST**

Location: **Conference Call: please e-mail the Agency contact at [arlene.juracek@illinois.gov](mailto:arlene.juracek@illinois.gov) and a call-in number and password will be provided.**

**A.6. SUBMISSION DUE DATE, TIME, AND ADDRESS FOR SUBMISSION:** Submittals of Qualification shall be sent to the Submit/Deliver Offers To address provided below, and shall be due no later than the Submittal Due Date & Time specified below.

A.6.1. Submittal Due Date & Time

Date: **November 16, 2012**

Time: **5:00 pm CST**

A.6.2. Submit/Deliver Submittals To:

Label (outside of envelopes/containers):

Agency/University: Illinois Power Agency	
Attn: Arlene A. Juracek	Project Title & Reference #: Request for Qualifications Professional Services – Electricity Procurement Planning 12-RFQ-01
Address: 160 N. LaSalle St., Suite C-504	Due Date & Time: November 16, 2012 5:00 pm CST
City, State Zip: Chicago, IL 60601	<i>Offeror Name</i>
Project Title & Reference #: Request for Qualifications Professional Services – Electricity Procurement Planning 12-RFQ-01	<i>Offeror City, State Zip</i>

**A.7. ORGANIZATION REQUIRED:** Responses to this RFQ must be submitted in two packets. One original and four copies of each packet shall be provided in order to fulfill the statutory mandate that Submittals shall be provided to each of the two subject utilities (Ameren Illinois and ComEd) and to the Illinois Commerce Commission. Packet 1 shall contain the Offeror's response to the Specifications/Qualifications/Statement of Work provided in Section 1. Packet 2 shall include shall

include all other information requested, including but not limited to the Offer and applicable attachments. Separately seal each packet.

A.7.1. **OFFEROR'S RESPONSE TO SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK** – Packet 1

A.7.2. **ATTACHMENTS AA through CC, FF through KK, and MM** – Packet 2, Tab 1

A.7.3. **ATTACHMENT EE - SUPPLEMENTAL PROVISIONS** – Packet 2, Tab 2

**Offeror Supplemental Provisions** (This does not include exceptions to Agency/University specifications, terms and conditions, or any other part of this solicitation. This is supplemental information that supports a offeror's position or, for example, a offeror's licensing agreement).

A.7.4. **OFFEROR PROVIDED CONFIDENTIAL DOCUMENTS AND ATTACHMENT LL - EXCEPTIONS** - Packet 2 Tab 3

A.7.4.1. Any additional material, confidential documents, and any exceptions must be noted on this page.

A.7.4.2. Exceptions must be provided on Attachment LL or must be in a substantially similar format.

A.7.4.3. Agency discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Offeror's offer.

A.7.5. **MINORITY, FEMALE, AND PERSONS WITH DISABILITY PARTICIPATION AND UTILIZATION PLAN** – Packet 2 Tab 4

**A.8. SUBMISSION OF QUALIFICATIONS:** Offer must be submitted in two separately sealed packets as indicated below and clearly labeled with the Request for Qualification title, the packet number, and the proposer's name. The separately sealed packets may be submitted together in one mailing/shipping box or may be submitted separately in two individual/shipping boxes. The two portions of the Submittal may be included on **one** CD or USB. There is no need to include the information requested below on separate CDs or USBs unless otherwise instructed.

Subject Matter	# of Originals	# of Hard Copies	# of CDs or USBs
SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK – PACKET 1	1	4	1 (optional)
OTHER FORMS AND CDs/USBs – PACKET 2	1	4	1 (optional)
MINORITY, FEMALE, AND PERSONS WITH DISABILITY PARTICIPATION AND UTILIZATION PLAN – PACKET 2	1	4	1 (optional)

**A.9. SECURITY:** Performance Bond: \$ NONE If a performance bond is required, Offeror must submit the Performance Bond to the solicitation contact within 10 days after award. The bond must be from a surety licensed to do business in Illinois. An irrevocable letter of credit is an acceptable substitute. The form of security must be acceptable to the State.

- A.10. SMALL BUSINESS SET-ASIDE:** ☐ Yes ☒ No. If “Yes” is marked, Offeror must be qualified by the Small Business Set-Aside Program at the time Offers are due. For complete requirements and to qualify Offeror’s business in the Small Business Set-Aside Program, visit ([http://www2.illinois.gov/cms/business/sell2/Pages/Registration\\_Certification.aspx](http://www2.illinois.gov/cms/business/sell2/Pages/Registration_Certification.aspx)).
- A.11. MINORITY CONTRACTOR INITIATIVE:** **Not Applicable.** (The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Offeror awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Offeror under the contract and deposit the fee in the Comptroller’s Administrative Fund. 15 ILCS 405/23.9.)
- A.12. FEDERAL FUNDS:** **Not Applicable.** (The solicitation may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of goods and/or services involved that are federally funded and the dollar amount of such federal funds will be disclosed.)
- A.13. EMPLOYMENT TAX CREDIT:** Offerors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 & 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
- A.14. GOVERNING LAW AND FORUM:** Illinois law and rule govern this solicitation and any resulting contract. Vendor must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with “ILCS”. Vendor may view the full text at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)). **The Illinois Power Agency Act (20 ILCS 3855/1-75) and 220 ILCS 5/16-111.5 of the Public Utilities Act are applicable to this solicitation.** See specifically 20 ILCS 3855/1-75(a) for statutory qualifications and the selection process.
- A.15. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Submittals become the property of the State and late submissions will not be returned. All Submittals will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Offer that the State treat certain information as confidential. A request for confidential treatment will not supersede the State’s legal obligations under FOIA. The State will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Offeror’s name, the substance of the Offer, and the price. If Offeror requests confidential treatment, Offeror must submit additional copy/copies (see Instructions for Submitting Offers in section A.7.) of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the Offer as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Illinois law and include a detailed justification for exempting the information from public disclosure. Offeror will hold harmless and indemnify the State for all costs or damages associated with the State defending Offeror’s request for confidential treatment. Offeror agrees the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any third party.
- A.16. RESERVATIONS:** Offeror must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all Offers, award by item/services, group of items/services, or grand total, and waive minor defects. The State may request a clarification, inspect Offeror’s premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The State may request Best & Final Offers when appropriate. The State will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the State and in accordance with rules and other applicable state and federal statutes and regulations. This competitive process may require that Offeror provide additional information and otherwise cooperate with the

State. If an Offeror does not comply with requests for information and cooperate, the State may reject the Offer as non-responsive to the solicitation. Submitting an Offer does not entitle Offeror to an award or a contract. Posting Offeror's name in a Bulletin notice does not entitle Offeror to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any Offer. Awarded Offeror(s) shall not commence, and will not be paid for any billable work prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or designee).

**A.17. AWARD:** The State is not obligated to award a contract pursuant to this solicitation. The RFQ/RFP qualification, selection and award process contained in 20 ILCS 3855/1-75(a) will be followed. As a result of this RFQ a list of any bidders determined to be responsive and responsible will be posted to the Illinois Power Agency web site at [www.illinois.gov/IPA](http://www.illinois.gov/IPA), where such list will be available for review and comment or objection by interested parties. If, as a result of issuing an RFP to bidders passing the RFQ qualification process, the State subsequently issues an award, the award will be made to the Responsive Offeror and most Responsible Offeror whose Offer best meets the specified criteria. However, if the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State will determine whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget and other relevant factors. The State will post a notice to the Illinois Power Agency web site at [www.illinois.gov/IPA](http://www.illinois.gov/IPA) identifying the selected Offeror.

**A.18. REFERENCES:** ☒ Yes ☐ No. If "Yes" is marked, Offeror must provide references from established private firms or government agencies other than the procuring agency/university, who can attest to Offeror's experience and ability to perform the contract subject of this solicitation. Offeror must provide the name, contact information and a description of the supplies or services provided using Attachment KK.

**Type of References:** Attestations of direct previous experience assembling large-scale power supply plans or portfolios for end-use customers; attestations of expertise in the required areas

**Number of Each Reference Type:** A minimum of one, three desirable, from either public or private organizations familiar with the work of the offeror.

**A.19. INVOICING ADDRESS:** Offeror shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency/University	Illinois Power Agency
Attn:	Kristene Callanta
Address:	160 N. LaSalle St., Suite C-504
City, State Zip:	Chicago, IL 60601

Offeror shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request the applicable Agency's/University's Illinois tax exemption number and federal tax exemption information.



**A.20. EVALUATION PROCESS:** The State determines how well Submittals meet the Responsiveness and Responsibility requirements. Price is not a consideration in this RFQ process, although prices will be solicited in any subsequent RFP. The State will rank Respondent Submittals, from best to least qualified using a point ranking system as an aid in conducting the evaluation. Submittals that fail to meet minimum requirements or that receive fewer than the minimum required points, if any, will not be considered for subsequent Price evaluation and award. Respondents meeting the threshold point criteria will be placed on a short list that will be shared with interested parties in accordance with the IPA Act and subject to further review by utilities and other interested parties, which may include regulatory review by the Illinois Commerce Commission.

The State evaluates three categories of information: Responsibility, Responsiveness (in this RFQ Stage), and Price (in the RFP Stage in which a short list of RFQ respondents will be invited to respond). The State considers the information provided and the quality of that information when evaluating Submittals. If the State finds a failure or deficiency, the State may reject the Submittal or reflect the failure or deficiency in the evaluation.

**A.20.1. RESPONSIVENESS:** A responsive offeror is one who submits a Submittal that conforms in all material respects to the Request for Qualifications, and includes **all required** forms. Required forms may include and may not be limited to:

- State Board of Elections Certification: If required to register, please submit with the Offer a copy of its State Board of Elections certificate. See Attachment AA for an example.
- Evidence of Authorization to Do Business in Illinois: Offeror must exist as a legal entity and must be authorized to do business in Illinois at the time of Submittal. Evidence of such authorization includes a Certificate of Good Standing issued by the Illinois Secretary of State's Department of Business Services. Please include a copy of the Certificate of Good Standing with the Offer. See Attachment BB for an example.
- Illinois Department of Human Rights Public Contracts Number: Offeror shall complete and return Attachment CC - Illinois Department of Human Rights Public Contracts Number.
- Subcontractor Disclosure: If Offeror's proposal includes any subcontractors, Offeror shall complete Attachment FF - Subcontractor Disclosure.
- Standard Certifications: Offeror shall complete Attachment GG - Standard Certifications.
- Financial Disclosures and Conflicts of Interest: Offeror shall complete Attachment HH - Financial Disclosures and Conflicts of Interest. **Offeror must disclose any relationships with any entities that successfully bid to become suppliers under the IPA's procurement events conducted in 2012, 2011 or 2010.**
- Disclosure of Business Operations: Offerors shall complete Attachment II – Disclosure of Business Operations with Iran.
- Business and Directory Information: Offeror shall complete and return Attachment JJ - Business and Directory Information.
- References: If references are required, Offeror shall complete Attachment KK - References.
- Taxpayer Identification Number: Offeror shall complete Attachment MM - Taxpayer Identification Number.

- A.20.1.1. The State will determine whether the Submittal meets the stated requirements. Minor differences or deviations that have negligible impact on the suitability of the service to meet the State's needs may be accepted or corrections allowed. If no offeror meets a particular requirement, the State may waive that requirement.
  - A.20.1.2. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered with proof the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.
  - A.20.1.3. The State will determine whether offeror's offer complied with the instructions for submitting offers. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that an offeror correct deficiencies as a condition of further evaluation.
- A.20.2. **RESPONSIBILITY:** A responsible offeror is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. The State determines whether the offeror is a "Responsible" offeror; a offeror with whom the State can or should do business. For example, the State may consider the following:
- A.20.2.1. A "prohibited bidder" includes a person assisting the State of Illinois or a State Agency/University in determining whether there is a need for contract unless such information was part of a response to a publicly issued Request for Information. Additionally, a person who assisted the State by reviewing, drafting or preparing a Request for Proposal or Request for Information or who provided similar assistance is deemed a prohibited bidder.
  - A.20.2.2. Other factors that the State may evaluate to determine Responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Offer,) compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or courses of supply, and the ability to provide required maintenance service or other matters relating to the bidder's probable ability to deliver in the quality and quantity within the time and price as specified in this solicitation.
  - A.20.2.3. Awarded Offerors must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State may require a performance bond if, in the opinion of the State, it ensures performance of the contract. The State may terminate the Contract, consistent with the termination for cause provision of the Contract, if the Offeror lacks the financial resources to perform under the Contract. The State may require that a Offeror correct any deficiencies as a condition of further evaluation.
  - A.20.2.4. The State may require that a Offeror correct any deficiencies as a condition of further evaluation.

**A.21. MINORITY, FEMALE, AND PERSONS WITH DISABILITY PARTICIPATION AND UTILIZATION PLAN:** This solicitation contains a goal to include businesses owned and controlled by minorities, females and persons with disabilities in the State's procurement and contracting processes. Failure to submit a Utilization Plan as instructed later in this solicitation will render the offer non-responsive. All questions regarding the subcontracting goal must be directed to Susan Hartman at [Susan.Hartman@illinois.gov](mailto:Susan.Hartman@illinois.gov) or

(312) 814-2200 prior to submission of offers. Vendors who submit offers for State contracts shall not be given a period after the bid opening date to cure deficiencies in the Utilization Plan and the Letter of intent, unless mandated by federal law or regulation. 30 ILCS 575(4)(e). Firms included on Utilization Plans as meeting BEP requirements as vendor or subcontractors must be certified by CMS as BEP vendors prior to contract award. Go to ([www.sell2.illinois.gov/bep/Business\\_Enterprise.htm](http://www.sell2.illinois.gov/bep/Business_Enterprise.htm)) for complete requirements for BEP certification.

## STATE OF ILLINOIS OFFER

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### B. SELECTION OF OFFEROR

- B.1.** Those offerors that meet threshold criteria as Responsive/Responsible Offerors shall be placed on a short list of qualified vendors that will then be subject to utility and Illinois Commerce Commission review in accordance with the process contained in 20 ILCS 3855/1-75. Offerors on the subsequent short list shall then be invited to present price proposals through a Request for Proposals invitation and evaluation process.
- B.2.** The State may select the most Responsive/Responsible Offerors whose Offers meet the threshold requirements and best meet the below criteria.
- B.3.** The State determines how well Offers meet the Responsiveness requirements. The State ranks Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who receive fewer than the minimum required (threshold) points will not be considered for subsequent Price evaluation and award.
- B.4.** If the State does not consider the Price in the subsequent RFP to be fair and reasonable and negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State determines whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget and other relevant factors.

**The chart below shows the elements of Responsiveness that the State evaluates, their relative weights in point format and any minimum point requirements. The total number of points for Responsiveness is 115. The minimum number of points to be considered qualified under this RFQ is 60.**

**In order to qualify an expert or expert consulting firm must have:**

**(A) direct previous experience assembling large-scale power supply plans or portfolios for end-use customers;**

**(B) an advanced degree in economics, mathematics, engineering, risk management or a related area of study;**

**(C) 10 years of experience in the electricity sector, including managing supply risk;**

**(D) expertise in wholesale electricity market rules, including those established by the Federal Energy Regulatory Commission and regional transmission organizations;**

**(E) expertise in credit protocols and familiarity with contract protocols;**

**(F) adequate resources to perform and fulfill the required functions and responsibilities; and**

**(G) the absence of a conflict of interest and inappropriate bias for or against potential bidders or the affected electric utilities.**

#### B.4.1. RESPONSIVENESS ELEMENTS

Element	Maximum Points Awarded	Threshold Points Required	
Demonstration of the ability to comprehensively model, simulate and analyze Illinois, regional and national electricity and natural gas markets, including impacts of various generation (renewable & conventional) & load scenarios on Locational Marginal Prices.	40	30	
Experience within the past 5 years with PJM and MISO policy development, modeling, analysis and review, or testimony submitted regarding RTO activities.	20	10	
Experience with development and analysis of comprehensive market-based electricity supply, renewable, and clean coal portfolios.	10	5	
Experience utilizing or evaluating both physical and financial risk management and hedging strategies in retail and wholesale electricity markets.	5	0	
Expertise with the incorporation of Energy Efficiency and Demand Response resources into electricity supply portfolios, including the use of RTO-based compensation programs and Smart Grid technology.	5	0	
Flexibility and availability to assist the Agency in meeting statutory timing requirements for procurement plans and reports (see both the IPA and PUA Acts) and an ability to provide “on demand” services as required to meet the Agency’s ad hoc requirements to respond to data requests or other filings required during a regulatory proceeding. May include evening and week-end turnaround times for work product.	20	10	
Ability to collaborate with the Agency and other vendors to complete project.	5	5	
Direct Illinois-specific experience with electricity markets, RTOs and utility procurement planning.	10	0	

In addition to the above, all successful applicants will submit a minority, female and persons with disability participation and utilization plan.

## OFFER

**C. Project Title / Reference #: PROFESSIONAL SERVICES- ELECTRICITY PROCUREMENT PLANNING / Reference Number 12-RFQ-01**

The undersigned authorized representative of the identified Offeror hereby submits this Offer to perform in full compliance with the subject solicitation. By completing and signing this Form, the Offeror makes an Offer to the State of Illinois that the State may accept.

Offeror should use this Form as a final check to ensure that all required documents are completed and included with the Offer. Offeror must mark each blank below as appropriate; mark N/A when a section is not applicable to this solicitation. Offeror understands that failure to meet all requirements is cause for disqualification.

**C.1. SOLICITATION AND CONTRACT REVIEW:** Offeror reviewed the Request for Proposal, including all referenced documents and instructions, completed all blanks, provided all required information, and demonstrated how it will meet the requirements of the State of Illinois.

☐ Yes ☐ No

**C.2. ADDENDA:** Offeror acknowledges receipt of any and all addendums to the solicitation and has taken those into account in making this Offer.

☐ Yes ☐ No ☐ N/A

**C.3. OFFEROR CONFERENCE:** If attendance was mandatory, Offeror attended the Offeror Conference.

☐ Yes ☐ No ☐ N/A

**C.4. OFFER SUBMISSION:** Offeror is submitting the correct number of copies, in a properly labeled container(s), to the correct location, and by the due date and time.

☐ Yes ☐ No

**C.5. BOND:** If applicable, Offeror is submitting its Bid Bond or Performance Bond.

☐ Yes ☐ No ☐ N/A

**C.6. SMALL BUSINESS SET-ASIDE:** Offeror is a qualified small business in the Small Business Set-Aside Program at the time Offers are due.

☐ Yes ☐ No ☐ N/A

**C.7. PACKET 1:** ☐ Yes ☐ No

- |      |  |   |
|------|--|---|
| 7.1. | Offeror's Proposed Solution to Meet the State's Requirements | <input type="checkbox"/> Yes <input type="checkbox"/> No                              |
| 7.2. | Milestones and Deliverables                                  | <input type="checkbox"/> Yes <input type="checkbox"/> No                              |
| 7.3. | Offeror/Staff Specifications                                 | <input type="checkbox"/> Yes <input type="checkbox"/> No                              |
| 7.4. | Transportation and Delivery Terms                            | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| 7.5. | Subcontracting Disclosed                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| 7.6. | Where Services Are to Be Performed                           | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |

**C.8. PACKET 2:** ☐ Yes ☐ No

- |       |   |   |
|-------|---|---|
| 9.1.  | Offer   | <input type="checkbox"/> Yes <input type="checkbox"/> No                              |
| 9.2.  | State Board of Elections Certification and Certificate                      | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| 9.3.  | Evidence of Authorization to Do Business in Illinois                        | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| 9.4.  | Illinois Department of Human Rights Public Contracts Number                 | <input type="checkbox"/> Yes <input type="checkbox"/> No                              |
| 9.5.  | Supplemental Terms and Conditions   | <input type="checkbox"/> Yes <input type="checkbox"/> No                              |
| 9.6.  | Subcontractor Disclosure  | <input type="checkbox"/> Yes <input type="checkbox"/> No                              |
| 9.7.  | Standard Certifications   | <input type="checkbox"/> Yes <input type="checkbox"/> No                              |
| 9.8.  | Financial Disclosures and Conflicts of Interest                             | <input type="checkbox"/> Yes <input type="checkbox"/> No                              |
| 9.9.  | Disclosure of Business Operations in Iran                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No                              |
| 9.10. | Business Directory Information  | <input type="checkbox"/> Yes <input type="checkbox"/> No                              |
| 9.11. | References  | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| 9.12. | Offeror Provided Additional Material, Confidential Documents and Exceptions | <input type="checkbox"/> Yes <input type="checkbox"/> No                              |
| 9.13. | Taxpayer Identification Number  | <input type="checkbox"/> Yes <input type="checkbox"/> No                              |

**C.9. PACKET 2 - MINORITY, FEMALE, AND PERSONS WITH DISABILITY PARTICIPATION AND UTILIZATION PLAN**  
☐ Yes ☐ No

**Signature of Authorized Representative:** \_\_\_\_\_

Printed Name of Signatory: [Click here to enter text.](#)

Date: [Click here to enter a date.](#)

## 1. SECTION 1 - SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

**1.1. GOAL:** The Illinois Power Agency seeks qualified and responsible consulting and planning services to assist the Agency in meeting its mission to develop plans annually for the procurement of adequate, reliable, affordable, efficient and environmentally sustainable electric service at the lowest total cost over time , taking into account any benefits of price stability for the eligible retail customers of Ameren Illinois and ComEd and any other utilities which may require the services of the Agency.

**1.2. SUPPLIES AND/OR SERVICES REQUIRED:** Agency requires expert consulting services to meet its mission from offerors with direct previous experience assembling large-scale power supply plans and portfolios for utility service to end-use customers; staff with advanced degrees in economics, mathematics, engineering, risk management, or a related area of study; at least 10 years of experience in the electricity sector, including managing supply risk; expertise in wholesale electricity market rules, including those established by the Federal Energy Regulatory Commission and regional transmission organizations; expertise in credit protocols and familiarity with contract protocols; experience in renewables markets and products; adequate resources to perform and fulfill the required functions and responsibilities; and the absence of a conflict of interest.

**1.3. OFFEROR'S QUALIFICATIONS TO MEET THE STATE'S REQUIREMENTS:** Please attach resumes and any other applicable information that is responsive to the State's requirements below:

### **Modeling Capability:**

Offeror shall demonstrate that it has the ability to comprehensively model, simulate and analyze Illinois, regional and national electricity and natural gas markets, including impacts of various generation (renewable & conventional) & load scenarios on Locational Marginal Prices. Offeror shall provide a statistical analysis of the accuracy of its model using ex post facto analysis techniques or comparison with credible independent benchmarks.

### **Analytical Capability:**

Offeror shall provide evidence of:

1. Experience within the past 5 years with PJM or MISO policy development, modeling, analysis or review, or testimony submitted to federal, regional or state regulatory bodies regarding RTO activities.
2. Experience with development and analysis of comprehensive market-based electricity supply strategies and portfolios, including standard market products, renewable resources, and long-term unit contingent power purchase agreements.
3. Experience utilizing or evaluating both physical and financial risk management and hedging strategies in retail and wholesale electricity markets.
4. Expertise with the incorporation of Energy Efficiency and Demand Response resources into electricity supply portfolios, including the use of RTO-based compensation programs and Smart Grid technology.

### **Capability to respond as a member of the IPA's team to meet regulatory deadlines:**

Offeror shall provide any documentation to support an assertion of:

Its flexibility and availability to assist the Agency in meeting statutory timing requirements for procurement plans and reports (see both the IPA and PUA Acts) and an ability to provide "on demand"



services as required to meet the Agency's ad hoc requirements to respond to data requests or other filings required during a regulatory proceeding. May include evening and week-end turnaround times for work product.

Its ability to collaborate with the Agency and other vendors to complete required projects.

**1.4. MILESTONES AND DELIVERABLES:** The successful offeror will be able to assist the Agency to meet two specific milestones: submission of a Public Comment Draft of a 5-Year Procurement Plan on or before August 15 of each calendar year; and submission of a report to the Illinois General Assembly and the Illinois Commerce Commission each April 1, detailing the relative costs and benefits of the Agency's renewable resource procurement activity. Additional ad hoc deliverables may be required to assist the Agency in meeting its statutory mission and regulatory requirements.

**1.5. OFFEROR / STAFF SPECIFICATIONS:** See Section 1.2. Prior Agency Procurement Plans may be examined for reference at [www.illinois.gov/ipa](http://www.illinois.gov/ipa).

**1.6. TRANSPORTATION AND DELIVERY TERMS:** NA

**1.7. SUBCONTRACTING**

1.7.1. Subcontractors are allowed. For the purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors are to be utilized, Offeror must identify subcontractors with an annual value of more than \$50,000 and the expected amount of money each will received under the contract in Attachment FF - Subcontractor Disclosure.

1.7.2. The maximum percentage of the goods or services that are the subject of this offer and the resulting contract that may be allowed is subject to evaluation of the offeror's entire proposal.

1.7.3. The Offeror shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Offeror shall provide the State a copy of all such subcontracts within 15 days after execution of this contract or the subcontract, whichever occurs later.

1.7.4. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

**1.8. WHERE SERVICES ARE TO BE PERFORMED**

1.8.1. Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and the economic impact on Illinois and its residents may be considered in the evaluation. If the Offeror performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Offeror. In the case of a contractor or subcontractor whose normal base of operations is in the United States but is temporarily outside the United States by virtue of personal travel or due to the performance of work for another client, and who while outside the United States under these circumstances also performs work for the Agency, no breach shall be deemed.

1.8.2. Offeror shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Offeror received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Offeror shifts any such work outside the United States.

- 1.8.3. Location where services will be performed: [Click here to enter text.](#)
- 1.8.4. Percentage of contract of services performed at this location: [Click here to enter text.](#)

**Include Section 1 and any attachments in Packet 1**

**STATE OF ILLINOIS**  
**STATE BOARD OF ELECTIONS CERTIFICATE OF REGISTRATION**

**ATTACHMENT AA**

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Section 50-37 of the Illinois Procurement Code prohibits certain political contributions of certain vendors, bidders and offerors. While the Procurement Code does not apply to this solicitation, Offeror should be aware of these prohibitions and document with its submission any instances in which political contributions were made that would have violated this Act, if it had been applicable, in the past 5 years. Additionally, section 9-35 of the Illinois Election Code governs provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. The State may declare any resultant contract void if the Illinois Election Code is violated.

Generally, if a vendor, bidder, or offeror is an entity doing business for profit (i.e. sole proprietorship, partnership, corporation, limited liability company or partnership, or otherwise) and has contracts with State agencies that annually total more than \$50,000 or who has aggregate pending bids or proposals and current State contracts that total more than \$50,000, the vendor, bidder, or offeror is prohibited from making certain political contributions.

**If required to register, please include a copy of this certificate with the Offer.**

**STATE BOARD OF ELECTIONS CERTIFICATE OF REGISTRATION EXAMPLE**




**STATE OF ILLINOIS**  
**AUTHORIZATION TO DO BUSINESS IN ILLINOIS**

**ATTACHMENT BB**

A "Responsible" Offeror must exist as a legal entity and must be authorized to do business in Illinois at the time a bid or offer is submitted for a State contract. For information on registering to conduct business in Illinois, please contact the Illinois Secretary of State's Department of Business Services at their website at ([http://cyberdriveillinois.com/departments/business\\_services/home.html](http://cyberdriveillinois.com/departments/business_services/home.html)). If you believe your company is not required to register to do business in Illinois, please include a detailed explanation of the legal basis for such conclusion. Failure to timely register or provide a legally sufficient justification for not registering may deem your bid non-responsive.

**SECRETARY OF STATE CERTIFICATE OF GOOD STANDING EXAMPLE**


File Number 776-383-1




*To all to whom these Presents Shall Come, Greeting:*

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that*

XYZ CONSULTING, INC. INCORPORATED IN GEORGIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 20, 2011, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES AND AS OF THIS DATE IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

 *In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 7TH day of JUNE A.D. 2011*

  
Jesse White  
SECRETARY OF STATE

NOTARY PUBLIC - ILLINOIS  
AFFIDAVIT ID #11550012  
AFFIDAVIT ID #11550012: <http://www.cyberdriveillinois.com>

## STATE OF ILLINOIS

### ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

#### ATTACHMENT CC

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1. If Offeror employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one **prior** to the Offer opening date. 775 ILCS 5/2-101. If the Agency/University cannot confirm compliance, it will not be able to consider a Offeror's bid or offer. Please complete the appropriate sections below:

Name of Company (and DBA): [Click here to enter text..](#)

☐ (check if applicable) The number is not required as the company has employed 14 or fewer full-time employees during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published).

IDHR Public Contracts Number: [Click here to enter text.](#) Expiration Date: [Click here to enter text..](#)

2. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: [Click here to enter text..](#)
3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 ILL. ADMIN. CODE 750.210(a).
4. Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.
5. If Offeror's organization holds an expired number, it must re-register with the Department of Human Rights.
6. Offeror may obtain an application form by:
  - 6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).
  - 6.2. Internet: You may download the form from the Department of Human Rights' website at (<http://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx>).
  - 6.3. Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

# STATE OF ILLINOIS

## SUPPLEMENTAL PROVISIONS

### ATTACHMENT EE

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#### 1. TERM AND TERMINATION:

- 1.1. TERM OF THIS CONTRACT:** The resulting (from the subsequent RFP process) contract has an initial term of January 1, 2013 through December 31, 2013. If the start date is earlier than the eventual date of execution of a contract, the term shall commence upon the last dated signature of the Parties.
- 1.1.1. In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 5 years.
- 1.1.2. Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.
- 1.2. RENEWAL:** Subject to the maximum total term identified above, the State has the option to renew for the following term(s): Up to four (4) additional years, with an end date no later than December 31, 2017.
- 1.2.1. Pricing for the renewal term(s), or the formula for determining price, shall be shown in the pricing section of the Request for Proposal process to follow the selection of a short-list of qualified and responsive offereors resulting from this RFQ.
- 1.2.2. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.
- 1.3. TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.
- 1.3.1. If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within a specified period of time. If not cured by the specified date, the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.
- 1.3.2. For termination due to any of the causes contained in this section, the State retains its right to seek any available legal or equitable remedies and damages.
- 1.4. TERMINATION FOR CONVENIENCE:**
- 1.4.1. This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly fails to make an appropriation sufficient

# STATE OF ILLINOIS

## SUPPLEMENTAL PROVISIONS

### ATTACHMENT EE

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to pay such obligation, or if funds needed are insufficient for any reason, including the refusal of utilities, in accordance with 20 ILCS 3855/1-75(g) to re-imburse the IPA for its procurement planning costs associated with work performed .

- 1.4.2. The State may, for its convenience and with 30 days of prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

## 2. PAYMENT TERMS AND CONDITIONS:

- 2.1. **LATE PAYMENT:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 ILL. ADM. CODE 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 2.2. **EXPENSES:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 2.3. **PREVAILING WAGE:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or <http://www.state.il.us/agency/idol/index.htm>).
- 2.4. **FEDERAL FUNDING:** This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 2.5. **INVOICING:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may be required to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
  - 2.5.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable agency's/university's Illinois tax exemption number and federal tax exemption information.

## STATE OF ILLINOIS

### SUPPLEMENTAL PROVISIONS

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- 2.5.2. Vendor shall invoice monthly during the term of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency/University:	Illinois Power Agency
Attn:	Kristene Callanta
Address:	160 N. LaSalle St., Suite C-504
City, State Zip	Chicago, IL 60601

3. **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
4. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Vendor shall provide to the State a copy of all such subcontracts within 15 days after execution of the subcontract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor must promptly notify, by written amendment to the Contract, the IPA of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
5. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant to the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section



## STATE OF ILLINOIS

### SUPPLEMENTAL PROVISIONS

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shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

6. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
7. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days after the declaration.
8. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
9. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
10. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance;

## STATE OF ILLINOIS

### SUPPLEMENTAL PROVISIONS

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or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

- 11. INSURANCE:** Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 12. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on the basis of Vendor being an independent contractor of or joint venturer with the State.
- 13. SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director or University's president if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 14. COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 15. BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.
- 16. APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADMIN. CODE 750. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at [www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp).
- 17. ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
- 18. CONTRACTUAL AUTHORITY:** The Agency/University that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by

## STATE OF ILLINOIS

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e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

- 19. MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 20. PERFORMANCE RECORD/SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 21. FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- 22. SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 23. WARRANTIES FOR SUPPLIES AND SERVICES**
- 23.1.** Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitation, reasonable attorney's fees and expenses arising from failure of the supplies to meet such warranties.
- 23.2.** Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the State's payment, acceptance, inspection, or failure to inspect the supplies.
- 23.3.** Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who does not perform in

**STATE OF ILLINOIS**  
**SUPPLEMENTAL PROVISIONS**

**ATTACHMENT EE**

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accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

**24. REPORTING, STATUS AND MONITORING SPECIFICATIONS:**

**24.1.** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

**24.2.** By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

**25. EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

**1. Agency/University Supplemental Provisions:**

☐ Agency/University Definitions

NA

☐ Required Federal Clauses, Certifications and Assurances

NA

☐ American Recovery and Reinvestment Act of 2009 (ARRA) Requirements

NA

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

NA

☐ Agency/University Specific Terms and Conditions

NA

☐ Other (describe)

NA

**2. Offeror Supplemental Provisions:**

NA

**STATE OF ILLINOIS**  
**SUBCONTRACTOR DISCLOSURES**

**ATTACHMENT FF**

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1. Will subcontractors be utilized? ☐ Yes ☐ No
2. Please identify below the names and addresses of all subcontractors that will be utilized in the performance of this Contract with a total value of \$50,000 or more, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract.

Subcontractor Name: [Click here to enter text.](#)

Anticipated/Estimated Amount to Be Paid: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Description of work: [Click here to enter text.](#)

Subcontractor Name: [Click here to enter text.](#)

Anticipated/Estimated Amount to Be Paid: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Description of Work: [Click here to enter text.](#)

**If additional space is necessary to provide subcontractor information, please attach an additional page. All subcontracts must include the Subcontractor Standard Certifications and the Disclosures and Conflicts of Interest, completed and signed by the subcontractor.**

3. All subcontracts over \$50,000 must include the same certifications that Vendor must make as a condition of the contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

# STATE OF ILLINOIS

## STANDARD CERTIFICATIONS

### ATTACHMENT GG

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal.

6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts.
7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record.
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business.
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false.
10. Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State.
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code.
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement.
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State.

18. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
19. Drug Free Workplace
  - 19.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
  - 19.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
21. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
22. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
23. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club.” 775 ILCS 25/2.
24. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584.
26. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
27. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
28. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at ([www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa)) 30 ILCS 587.



**STATE OF ILLINOIS**  
**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

**ATTACHMENT HH**

Financial Disclosures and Conflicts of Interest forms (“forms”) must be accurately completed and submitted by the vendor, any parent entity(ies) and any subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered not responsive. The State/Public University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the previously submitted form is no longer accurate, disclosing entities must provide an updated form.

Separate forms are required for the vendor, any parent entity(ies) and any subcontractors.

Subcontractor forms must be provided with a copy of the subcontract, if required, within 15 days after execution of the State/Public University contract or after execution of the subcontract, whichever is later, for all subcontracts with an annual value of more than \$50,000.

**This disclosure is submitted for:**

- ☐ Vendor
- ☐ Vendor’s Parent Entity(ies) (100% ownership)
- ☐ Subcontractor(s) >\$50,000
- ☐ Subcontractor’s Parent Entity(ies) > \$50,000

Project Name and Illinois Procurement Bulletin Number	<a href="#">Click here to enter text.</a>
Vendor Name	<a href="#">Click here to enter text.</a>
Doing Business As (DBA)	<a href="#">Click here to enter text.</a>
Parent Entity	<a href="#">Click here to enter text.</a>
Subcontractor	<a href="#">Click here to enter text.</a>
Instrument of Ownership or Beneficial Interest	Choose an item. <input type="checkbox"/> If you selected Other, please describe: <a href="#">Click here to enter text.</a>

## STEP 1

### SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

☐ Option 1 – Publicly Traded Entities

- 1.A. ☐ I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 1.B. ☐ I will attach a copy of the Federal 10-K, and I will skip to Step 3.

☐ Option 2 – Privately Held Entities with more than 200 Shareholders

- 2.A. ☐ I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 2.B. ☐ I will complete Step 2, Option A each qualifying individual or entity holding any ownership share in excess of 5% and will attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

☐ Option 3 – All other Privately Held Entities, not including Sole Proprietorships

- 3.A. ☐ I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

☐ Option 4 – Foreign Entities

- 4.A. ☐ I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 4.B. ☐ I will attach a copy of the Securities Exchange Commission Form 20-F or 40-F, and I will skip to Step 3.

☐ Option 5 – Not-for-Profit Entities

- ☐ I will complete Step 2, Option B.

☐ Option 6 – Sole Proprietorships

- ☐ I will skip to Step 3.

## STEP 2

### DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

#### OPTION A – Ownership Share and Distributive Income

**Ownership Share** – If you selected Option 1.A., 2.A., 2.B., 3.A. or 4A. in Step 1, provide the name and address of each individual and entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE - X			
Name	Address	% of Ownership	\$ Value of Ownership
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**Distributive Income** – If you selected Option 1.A., 2.A., 3.A., or 4A. in Step 1, provide the name and address of each individual and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE - Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

☐ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

☐ Yes ☐ No

#### OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE - Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

### STEP 3

#### DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$25,000)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

☐ Yes ☐ No. Is your company represented by or do you employ a lobbyist or other agent required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain a State/Public University contract: [Click here to enter text.](#)

## STEP 4

### PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you hold or are you the spouse or minor child of any person who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☐ No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? ☐ Yes ☐ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☐ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☐ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? ☐ Yes ☐ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? ☐ Yes ☐ No

## STEP 5

### POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$25,000)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☐ No
2. Has your spouse, father, mother, son, or daughter, had State employment, including ☐ Yes ☐ No

contractual employment for services, in the previous 2 years?

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☐ No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☐ No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? ☐ Yes ☐ No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☐ No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☐ No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☐ No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No

## STEP 6

### EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered “Yes” in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

**STEP 7**  
**POTENTIAL CONFLICTS OF INTEREST**  
**RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

(Complete only if bid, offer, or contract has an annual value over \$25,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed through Step 2 and Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: [Click here to enter text.](#)

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☐ No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☐ No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☐ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☐ No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☐ No

If you answered “Yes”, please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. [Click here to enter text.](#)

**STEP 8**  
**DISCLOSURE OF CURRENT AND PENDING CONTRACTS**

(Complete only if bid, offer, or contract has an annual value over \$25,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4 or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with units of State of Illinois government? ☐ Yes ☐ No.

If “Yes”, please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

Please explain the procurement relationship: [Click here to enter text.](#)

## STEP 9

### SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: [Click here to enter text.](#)

Signature: \_\_\_\_\_

Date: [Click here to enter text.](#)

Printed Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Phone Number: [Click here to enter text.](#)

Email Address: [Click here to enter text.](#)



## STATE OF ILLINOIS

### DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

#### ATTACHMENT II

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Each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

- ☐ There are no business operations that must be disclosed to comply with the above cited law.
- ☐ The following business operations are disclosed to comply with the above cited law:

[Click here to enter text.](#)

**STATE OF ILLINOIS**  
**BUSINESS AND DIRECTORY INFORMATION**

**ATTACHMENT JJ**

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1. Name of Business (official name and DBA)  
[Click here to enter text.](#)
2. Business Headquarters (address, phone and fax)  
[Click here to enter text.](#)  
[Click here to enter text.](#)  
[Click here to enter text.](#)
3. If a Division or Subsidiary of another organization provide the name and address of the parent  
[Click here to enter text.](#)
4. Billing Address  
[Click here to enter text.](#)  
[Click here to enter text.](#)
5. Name of Chief Executive Officer  
[Click here to enter text.](#)
6. Offeror Contact (name, title, address, phone, toll-free number, fax, and e-mail)  
[Click here to enter text.](#)  
[Click here to enter text.](#)  
[Click here to enter text.](#)  
[Click here to enter text.](#)  
[Click here to enter text.](#)  
[Click here to enter text.](#)

**7.** Company Web Site Address

[Click here to enter text.](#)

**8.** Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below

[Click here to enter text.](#)

**9.** Length of time in business

[Click here to enter text.](#)

**10.** Annual Sales for Offeror's most recently completed fiscal year

[Click here to enter text.](#)

**11.** Show number of full-time employees, on average, during the most recent fiscal year

[Click here to enter text.](#)

**12.** Is your company at least 51% owned and controlled by individuals in one of the following categories? If "Yes," please check the category that applies:

**12.1** Minority (30 ILCS 575/2(A)(1) & (3)) ☐ Yes

**12.2** Female (30 ILCS 575/2(A)(2) & (4)) ☐ Yes

**12.3** Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1)) ☐ Yes

**12.4** Disadvantaged (49 CFR 6) ☐ Yes

**12.5** Veteran (30 ILCS 500/45-57) ☐ Yes

**12.6** Small Business (30 ILCS 500/45-45) ☐ Yes

## STATE OF ILLINOIS

### REFERENCES

#### ATTACHMENT KK

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Provide references from established firms or government agencies other than the procuring agency/university that can attest to Offeror's experience and ability to perform the contract that is the subject of this solicitation.

1. Firm/Government Agency/University (name): [Click here to enter text.](#)  
  
Contact Person (name, email address, address, and phone): [Click here to enter text.](#)  
  
Date of Supplies/Services Provided: [Click here to enter text.](#)  
  
Type of Supplies/Services Provided: [Click here to enter text.](#)
2. Firm/Government Agency/University (name): [Click here to enter text.](#)  
  
Contact Person (name, email address, address, and phone): [Click here to enter text.](#)  
  
Date of Supplies/Services Provided: [Click here to enter text.](#)  
  
Type of Supplies/Services Provided: [Click here to enter text.](#)
3. Firm/Government Agency/University (name): [Click here to enter text.](#)  
  
Contact Person (name, email address, address, and phone): [Click here to enter text.](#)  
  
Date of Supplies/Services Provided: [Click here to enter text.](#)  
  
Type of Supplies/Services Provided: [Click here to enter text.](#)
4. Firm/Government Agency/University (name): [Click here to enter text.](#)  
  
Contact Person (name, email address, address, and phone): [Click here to enter text.](#)  
  
Date of Supplies/Services Provided: [Click here to enter text.](#)  
  
Type of Supplies/Services Provided: [Click here to enter text.](#)

Offeror Name: [Click here to enter text.](#)

Return Mailing Address: [Click here to enter text.](#)

**STATE OF ILLINOIS**  
**SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS**

**ATTACHMENT LL**

[Click here to enter text.](#) agrees with the terms and conditions set forth in the State of Illinois Request for Qualifications (Reference Number: 12-RFQ-01), including the standard terms and conditions, Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Offeror, both Parties agree that all of the duties and obligations that the Offeror owes to Agency/University for the work performed shall be pursuant to the solicitation, resulting contract, and Offeror's exceptions accepted by the State thereto as set forth below.
	<b>STANDARD TERMS AND CONDITIONS</b>
<b>Section/ Subsection #</b>	State the exception such as "add," "replace," and/or "delete."
	<b>ADDITIONAL TERMS AND CONDITIONS</b>
<b>New Provision(s), # et. seq.</b>	<b>Section/Subsection New Number, Title of New Subsection:</b> State the new additional term or condition.

By: [Click here to enter text.](#)

Signed:

Position: [Click here to enter text.](#)

Date: [Click here to enter text.](#)

**STATE OF ILLINOIS**  
**TAXPAYER IDENTIFICATION NUMBER**

**ATTACHMENT MM**

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I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: [Click here to enter text.](#)

Business Name: [Click here to enter text.](#)

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

or

Employer Identification Number: [Click here to enter text.](#)

Legal Status (check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Governmental                           |
| <input type="checkbox"/> Sole Proprietor   | <input type="checkbox"/> Nonresident alien                      |
| <input type="checkbox"/> Partnership   | <input type="checkbox"/> Estate or trust                        |
| <input type="checkbox"/> Legal Services Corporation  | <input type="checkbox"/> Pharmacy (Non-Corp.)                   |
| <input type="checkbox"/> Tax-exempt  | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing<br>medical and/or health care services     | <input type="checkbox"/> Limited Liability Company              |
| <input type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | (select applicable tax classification)                          |
|  | <input type="checkbox"/> D = disregarded entity                 |
|  | <input type="checkbox"/> C = corporation                        |
|  | <input type="checkbox"/> P = partnership                        |

Signature of Authorized Representative: \_\_\_\_\_

Date: [Click here to enter a date.](#)

**STATE OF ILLINOIS**  
**MINORITY, FEMALE, PERSONS WITH DISABILITY STATUS PARTICIPATION**  
**AND UTILIZATION PLAN**

**ATTACHMENT NN**

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (30 ILCS 575) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities.

**Contract Goal to be achieved by the Vendor:** This contract includes a specific Business Enterprise Program (BEP) utilization goal of 20% based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this contract. In addition to the other award criteria established for this contract, the Agency/University will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the certified vendor.

Following are guidelines for the Vendor's response in the Utilization Plan. A format for the utilization plan is included in this section. Vendor should include any additional information that will add clarity to the Vendor's proposed utilization of certified vendors to meet the targeted goal. The Utilization Plan must demonstrate that the Vendor has either met the contract goal or that it has made good faith efforts to do so.

1. At the time of proposal submission, the Certified Vendor may not yet be certified with CMS Business Enterprise Program; **however, the Certified Vendor must meet the eligibility requirements and be fully certified in the BEP Program before contract award.** Visit ([www.sell2.illinois.gov/bep/Business\\_Enterprise.htm](http://www.sell2.illinois.gov/bep/Business_Enterprise.htm)) for complete requirements and to apply for certification in the Business Enterprise Program. Vendors who submit bids or proposals for State contracts shall not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter of intent, unless mandated by federal law or regulation (30 ILCS 575(4)(c)).
2. If applicable, the Plan should include an executed Joint Venture agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract. The joint venture agreement must clearly evidence that the certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified vendor's own forces and under its supervision; and the commitment of management, supervisory personnel and operative personnel employed by the certified vendor to be dedicated to the performance of the contract. Each joint venture partner must execute the proposal to the Agency.
3. An agreement between a Vendor and a certified vendor in which the certified vendor promises not to provide subcontracting quotations to other vendors is prohibited. The Agency may request additional information to demonstrate compliance. The Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed certified vendor. Failure to cooperate may render the proposal non-responsive. **The contract will not be finally awarded until the Vendor's Utilization Plan is approved.**
4. Certified Vendor Locator References: Vendors may consult CMS' BEP Certified Vendor Directory at ([www.sell2.illinois.gov/bep/Small\\_and\\_Diverse\\_Businesses.htm](http://www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm)), as well as the directories of other certifying agencies but subcontracting vendors must be certified by CMS as BEP vendors before the time of contract award.

5. Vendor Assurance: The Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate. This assurance must be included in each subcontract that the Vendor signs with a subcontractor or supplier.
6. Calculating Certified Vendor Participation: The Utilization Plan documents work anticipated to be performed by all certified vendors and paid for upon satisfactory completion. Only the value of payments made for the work actually performed by certified BEP vendors is counted toward the contract goal. Counting guidelines are summarized below:
- 6.14. The value of the work actually performed by the certified vendor's forces shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified vendor's forces, including supplies purchased or equipment leased by the BEP vendor shall be counted, except supplies purchased and equipment rented from the Vendor.
  - 6.15. A joint venture shall count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the certified vendor performs with its forces toward the goal. A joint venture shall also count the dollar value of work subcontracted to other certified vendors. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the goal.
  - 6.16. When a certified vendor subcontracts part of the work of its contract to another firm, the value of the subcontracted work shall be counted toward the contract goal only if the certified vendor's subcontractor is a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the goal.
  - 6.17. A Vendor shall count towards the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified vendor manufacturer, regular dealer or supplier.
  - 6.18. A Vendor shall count towards the goal the following expenditures to certified vendors that are not manufacturers, regular dealers or suppliers:
    - 6.18.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
    - 6.18.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified vendor trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
    - 6.18.3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the



Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- 6.19. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.

6.19.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

6.19.2. A certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain certified vendor participation. In determining whether a certified vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified vendors do not participate, and industry practices.

- 6.20. A Vendor shall not count towards the goal expenditures that are not direct, necessary and proximately related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

- 7.** Good Faith Effort Procedures: If the Vendor cannot meet the goal, the Vendor must document in the Utilization Plan its good faith efforts that could reasonably have been expected to meet the goal. Vendors must submit utilization forms that meet or exceed the published goal or submit utilization forms that describe a percentage participation that is less than the goal and submit documentation regarding good faith efforts at the time of bid/proposal submission. Vendors will not be permitted to correct goal deficiencies post bid/proposal due dates. The Agency will consider the quality, quantity, and intensity of the Vendor's efforts.

- 7.14. The following is a list of types of action that the Agency will consider as evidence of the Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of the Agency may be relevant in appropriate cases.

7.14.1. Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified vendors that have the capability to perform the work of the contract. The Vendor must solicit this interest within sufficient time to allow the certified vendors to respond to the solicitation. The Vendor must determine with certainty if the certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to bid. The Vendor must provide interested certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.

7.14.2. Selecting portions of the work to be performed by certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out

contract work items into economically feasible units to facilitate certified vendor participation, even when the Vendor might otherwise prefer to perform these work items with its own forces.

7.14.3. Making a portion of the work available to certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified vendor participation.

7.14.4. Negotiating in good faith with interested certified vendors. Evidence of such negotiation includes the names, addresses, and telephone numbers of certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified vendors to perform the work. A Vendor using good business judgment will consider a number of factors in negotiating with certified vendors and will take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified vendors is not in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified vendors if the price difference is excessive or unreasonable.

7.14.5. Thoroughly investigating the capabilities of certified vendors and not rejecting them as unqualified without sound reasons. The certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in the Vendor's efforts to meet the goal.

7.14.6. Making efforts to assist interested certified vendors in obtaining lines of credit or insurance as required by the Agency, the Vendor or to perform the scope of work.

7.14.7. Making efforts to assist interested certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

7.14.8. Effectively using the services of available minority/women community organizations; minority/women vendors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of certified vendors.

7.15. In evaluating the Vendor's good faith efforts, the good faith efforts of other vendors to meet the goal on this solicitation or similar contracts may be considered.

7.16. If the Agency determines that the Vendor has made good faith efforts to meet the goal, the Agency will award the contract provided that the Vendor is otherwise eligible for award.

7.17. If the Agency determines that good faith efforts have not been made, it will notify the Vendor in writing of that determination.

**8.** Contract Compliance: Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern the Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If the Vendor did not succeed in obtaining enough certified vendor participation to achieve the goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

- 8.1. The Utilization Plan may not be amended without the Agency's prior written approval.
- 8.2. The Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the Agency. Unauthorized changes or substitutions, including performing the work designated for a certified vendor with the Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. The Vendor must negotiate with the certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.
- 8.3. Substitutions of a certified vendor shall be permitted under the following circumstances:
- 8.3.1. Unavailability after receipt of reasonable notice to proceed;
  - 8.3.2. Failure of performance;
  - 8.3.3. Financial incapacity;
  - 8.3.4. Refusal by the certified vendor to honor the bid or proposal price or scope;
  - 8.3.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
  - 8.3.6. Failure of the certified vendor to meet insurance, licensing or bonding requirements;
  - 8.3.7. The certified vendor's withdrawal of its bid or proposal; or
  - 8.3.8. Decertification of the certified vendor.
- 8.4. If it becomes necessary to substitute a certified vendor or otherwise change the Utilization Plan, the Vendor must notify the Agency in writing of the request to substitute a certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within 5 business days of receipt of the request.
- 8.5. Where the Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified vendor. Documentation of a replacement vendor, or of good faith efforts to replace the certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, the Vendor may substitute with a non-certified vendor.
- 8.6. If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, the Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified vendors have a fair opportunity to bid on the new scope of work.
- 8.7. A new subcontract must be executed and submitted to the Agency within 5 business days of the Vendor's receipt of the Agency's approval for the substitution or other change.

- 8.8. The Vendor shall maintain a record of all relevant data with respect to the utilization of certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least 5 years after the completion of the contract. Full access to these records shall be granted by the Vendor upon 48 hours written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the Vendor. After the performance of the final item of work or delivery of material by a certified vendor and final payment to the certified vendor by the Vendor, but not later than 30 calendar days after such payment, the Vendor shall submit a statement confirming the final payment and the total payments made to the BEP vendor under the contract.
- 8.9. The Agency will periodically review the Vendor's compliance with these provisions and the terms of its contract. Without limitation, the Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of certified vendors, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 8.10. The Agency reserves the right to withhold payment to the Vendor to enforce these provisions and the Vendor's contractual commitments. Final payment shall not be made on the contract until the Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

#### 8.11. UTILIZATION PLAN

**The Utilization Plan and Letter of Intent must be sealed separately within the offer packet.**

[Click here to enter text.](#) submits the following Utilization Plan as part of our proposal in accordance with the requirements of the Minority, Female, Persons with Disability Status and Participation section of the solicitation for Professional Services-Procurement Planning Consultant, Reference Number 12-RFQ-01. We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded. We understand that we will not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter of intent, unless mandated by federal law or regulation (30 ILCS 575(4)(c).

[Click here to enter text.](#) makes the following assurance and agrees to include the assurance in each subcontract with a subcontractor or supplier utilized on this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate.

Vendor's person responsible for compliance:

Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Telephone: [Click here to enter text.](#)

Email: [Click here to enter text.](#)

We submit one (1) of the following statements:

- ☐ We are certified (or are eligible and have applied to be certified) with BEP and plan to fully meet the BEP utilization goal through self-performance.
- ☐ We attach Part I to demonstrate our Plan fully meets the BEP utilization goal of 20 % through subcontracting.
- ☐ We attach Part I to detail that we do not fully meet the BEP utilization goal. We also attach Part II, Demonstration of Good Faith Efforts.

#### 8.11.1. Part I - Utilization of Certified Vendors

Please submit a separate Part I for **each** proposed certified vendor. To achieve the BEP utilization goal through subcontracting, the following is proposed:

##### 8.11.1.1. The proposed certified vendor's company name, address and phone number:

Name: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Phone Number: [Click here to enter text.](#)

At the time of submission, the above certified vendor is:

- ☐ Certified with the CMS Business Enterprise Program (BEP).
- ☐ Meets the criteria and has submitted an application for certification with BEP (BEP certification must be completed before contract award).
- ☐ Certified as a disadvantaged, minority, or woman business enterprise with the following governmental agency or private organization (BEP certification must be completed before contract award):

[Click here to enter text.](#)

##### 8.11.1.2. A detailed description of the commercially useful work to be done by this certified vendor is as follows:

[Click here to enter text.](#)

##### 8.11.1.3. Check one of the following:

- ☐ A notarized signed letter of intent between [Click here to enter text.](#) and [Click here to enter text.](#) detailing the work to be performed by the certified vendor, conforming to the Utilization Plan is included.
- ☐ A joint venture agreement between [Click here to enter text.](#) and [Click here to enter text.](#) is included in lieu of the letter of intent.

##### 8.11.1.4. The Vendor has not prohibited or otherwise limited [Click here to enter text.](#) from providing subcontractor quotes to other potential bidders/vendors.

#### 8.11.2. Part II - Demonstration of Good Faith Efforts to Achieve BEP Participation Goal

If the BEP participation goal was not achieved, the Good Faith Efforts checklist (Part II A) and contacts log (Part II B) must be submitted with the solicitation response (or as otherwise specified by CMS). **Failure to do so may render the Vendor's solicitation response non-responsive and cause it to be rejected, or render the Vendor ineligible for contract award, at CMS' sole discretion.** The Vendor will promptly provide evidence in support of its Good Faith Efforts to CMS upon request.

#### 8.11.2.1. Part II A - Good Faith Efforts Checklist

Insert on each line below the initials of the authorized Vendor representative who is certifying on behalf of the Vendor that the Vendor has completed the activities described below. **If any of the items below were not completed, attach a detailed written explanation why each such item was not completed.** If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed written explanation.

- ☐ Identified portions of the project work capable of performance by available BEP vendors, including, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP participation even when the Vendor could perform those scopes with its own forces.
- ☐ Solicited through reasonable and available means (e.g., written notices, advertisements) BEP vendors to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.
- ☐ Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage BEP vendors to submit proposals or bids.
- ☐ Negotiated in good faith with interested BEP vendors that submitted proposals or bids and thoroughly investigated their capabilities.
- ☐ Made efforts to assist interested BEP vendors in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).
- ☐ Utilized resources available to identify available certified vendors, including but not limited to BEP assistance staff; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of diverse businesses.

#### 8.11.2.2. Part II B - Good Faith Efforts Contacts Log for Soliciting BEP Sub-consultant, Subcontractor or Supplier Participation

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of BEP sub-consultants, subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with certified vendors with which the Vendor reached an agreement to participate on this project, as shown on Part I of this Plan.)

Name of certified vendor firm	Date and method of contact	Scope of work solicited	Reason agreement was not reached


### 8.11.3. Letter of Intent (LOI) Between Prime Vendor and Certified Vendor

Instructions: The responsive Vendor is required to submit this signed and notarized Letter of Intent from each certified vendor identified on the Utilization Plan. LOIs must be submitted with the proposal and must be notarized by both parties. Submit a separate LOI for each proposed certified vendor. The amount and scope of work indicated on each LOI shall be the actual amount indicated on the Utilization Plan submitted with the proposal and approved by the Agency.

Changes to the Utilization Plan including substitution of certified vendors are permitted only after award of the contract and only with prior written approval of the Agency. A request for changes to the Utilization Plan must be submitted on the *Request for Change of Utilization Plan Form* for all levels of subcontracting. LOIs must be submitted for all additions of certified vendors to the Utilization Plan prior to the start of work.

Project Name Professional Services-Procurement Planning Consultant  
Project/Solicitation Number: 12-RFQ-01

Name of Prime Vendor: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

City, State and Zip: [Click here to enter text.](#)

Telephone: [Click here to enter text.](#) Fax: [Click here to enter text.](#) Email: [Click here to enter text.](#)

Name of Certified Vendor: [Click here to enter text.](#)

Address: Address: [Click here to enter text.](#)

City, State and Zip: [Click here to enter text.](#)

Telephone: [Click here to enter text.](#) Fax: [Click here to enter text.](#) Email: [Click here to enter text.](#)

Type of agreement: ☐ Services ☐ Supplies ☐ Both Supplies /Services

Type of payment: ☐ Lump Sum [Click here to enter text.](#)

☐ Hourly Rate: [Click here to enter text.](#)

☐ Unit Price: [Click here to enter text.](#)



Period of Performance: [Click here to enter text.](#)

Proposed Subcontract Amount \$[Click here to enter text.](#) or Proposed % of Contract [Click here to enter text.](#)

Description of work to be performed by Certified Vendor:

[Click here to enter text.](#)

List the governmental agency or private organization with whom the certified vendor is currently certified as a disadvantaged, minority, or woman business enterprise:

[Click here to enter text.](#)

The prime vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the prime vendor and the State of Illinois, the certified vendor will perform the scope of work for the price as indicated above.

Prime Vendor (Company Name and D/B/A):

[Click here to enter text.](#)

Signature

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Printed Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Date: [Click here to enter text.](#)

Subscribed and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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Notary Public

My Commission expires: \_\_\_\_\_

Certified Vendor (Company Name and D/B/A):

[Click here to enter text.](#)

Signature

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Printed Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Date: [Click here to enter text.](#)

Subscribed and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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Notary Public

My Commission expires: \_\_\_\_\_